

IMWRF-076

Commercial Sponsorship Log #95066

**FORT BLISS, TEXAS  
SPONSORSHIP AGREEMENT**

This agreement is between Installation Morale, Welfare and Recreation Fund, Building 11, Fort Bliss, TX 79916-0058 and PHILIP MORRIS U.S.A. 120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-5000

Our objective is to promote a positive, healthy lifestyle which includes proper nutrition, leisure skills, entertainment and active participation in recreational programs for soldiers and their families and other authorized patrons through the conduct of the following event.

Type of Event: Concert

Date of Event: August 11, 12 and 13, 1995

Location: Ft. Bliss, Texas, Biggs Field Airstrip

Your desire to sponsor this event will allow you to conduct promotions for Philip Morris U.S.A.

**1. Event: Ft. Bliss Summer Fest '95**

Friday: August 11th  
Gates Open: 6pm  
Time: 8pm  
Talent: Ann Wilson of Heart  
George Thorogood and The Destroyers

Saturday: August 12th  
Gates Open: 6pm  
Time: 8pm  
Talent: Randy Travis  
Martina McBride  
Scooter Lee

Sunday: August 13th  
Gates Open: 3pm  
Time: 5pm  
Talent: Los Temerarios  
Emilia Navaire  
La Diferenzia  
Sonora Dinamita  
Las Chicas Del Can

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## 2. Fund/MWR responsibilities at no cost to PHILIP MORRIS:

### A. Venue Requirements:

- Adequate outdoor venue suitable for concert.
- All necessary requirements for venue, i.e. security, parking, outdoor rest room facilities, medical emergency personnel, concessionaires, ticket takers, crowd control, etc.
- A qualified electrician and electricity/power in the amount deemed necessary by PHILIP MORRIS' Production Manager (See Factor Industry Inc.)
- Labor, stage hands, truck loaders/unloaders (twenty-five persons for 6 total day: 2 days for show set up/load-in; 3 days for show; and 1 day for tear down/load-out. A military liaison or supervisor should accompany and oversee these persons. It is also necessary that approximately 12 be willing to climb and assemble scaffolding for the roof.
- Work lights enabling work on-site after dark.
- 2 Forklifts and 2 operators (same schedule as stage hands) 5,000 lbs. All terrain.
- Three private dressing rooms or recreational vehicles.
- Runner with vehicle (same schedule as stage hands). On show days, two runners will be required.
- Access to shower facilities, towels and transportation to and from facilities for three days.
- Large tent backstage for crew catering with tables and chairs for approximately fifty people.
- Fifty sheets of plywood to be returned (does not have to be new and is optional as deemed necessary by production Manager).
- Location for PHILIP MORRIS hospitality.
- VIP viewing area or bleachers (not directly in front or within 75 feet of stage. Supporting additional sponsor locations not directly in front of stage or within 100 feet of stage.
- Overnight security for entire time, equipment, staging, trucks are on-site.
- 6 Porta Johns backstage.
- Water buffalo or running water and assorted drinks for work days in back stage area.
- Temporary fencing to surround backstage area.
- 6 fire extinguishers
- Three Class-A phone lines installed (PHILIP MORRIS pay for installment and all long distance charges.)
- 12 dozen towels (to be returned).
- One golf cart for six days.
- First-aid kit

### B. The INSTALLATION will also grant the following promotional opportunities to PHILIP MORRIS:

- MARLBORO <sup>2</sup> will have the right to two 10' X 22' promotional tents and six kiosks <sup>✓</sup> placements (which will be provided by PHILIP MORRIS). Locations to be mutually agreed upon by both parties. <sup>✓</sup>
- To smokers with ID's of twenty-one years of age and older, from promotional locations at the festival site, the right to distribute MARLBORO branded incentive items.
- MARLBORO has the exclusive right to hang banners and signage at each festival entrance gate and around promotional locations.
- MARLBORO will have the right to place additional banners and signage at the site of the

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festival to be mutually agreed upon by both parties.

**C. Complimentary concert and parking passes:** Complimentary concert and parking passes for invited VIP guests will be delivered to PHILIP MORRIS upon execution of the agreement. Amount of tickets to be mutually agreed upon by both parties.

**D. Profits from Event:** The INSTALLATION will retain 100% of any profits from ticket sales, beverage concessions, additional sponsorship, etc. The INSTALLATION MAY elect to advertise and sell tickets to the surrounding civilian population at its sale option.

**E. Event advertising:** The INSTALLATION agrees to advertise/publicize and distribute materials for this concert in advance, under the direction of the producer as well as print and control tickets and box office funds. It is agreed that if admission is charged, tickets shall not exceed \$5.00. In any and all advertising and references to this concert the title shall be the "MARLBORO MUSIC MILITARY TOUR".

**F. Recording Clause:** It is agreed that no one will be permitted to enter the concert area with a video or audio recording device or any type of professional photographic equipment. PHILIP MORRIS reserves the right to ask INSTALLATION'S security to remove any violators of the above recording clause and to confiscate any film or audio tape. The only exceptions to this shall be Public Affairs Office or authorized local media which must be approved in advance by PHILIP MORRIS. INSTALLATION agreed to print on their tickets "no video or audio recorders, no coolers, no professional photography". Also for the safety of the Artists and concert patrons no beverages may be served in can or glass containers by INSTALLATION'S concessionaires. Furthermore INSTALLATION agrees to deny entrance to anyone with can or glass containers or coolers that could contain cans or bottles.

**G. Entertainment Merchandise Sales:** In the event that the entertainers choose to sell merchandise (hats, t-shirts, etc.), INSTALLATION shall receive 15% of gross sales in exchange for providing separate covered booths/covered tents and tables near the entrance for ARTIST'S use. INSTALLATION shall be provided names, contacts for all merchandisers' and should make direct contact pertaining to all details selling staff, inventory of good, etc.). Sponsor's use of logos or likenesses without prior written authority and no such "souvenirs" should be produced by INSTALLATION.

**H. Publicity:** It is agreed that INSTALLATION shall use their best reasonable efforts to support, advertise, and attempt to make this concert a success with respect to the patrons/attendees.

**3. MARLBORO/PHILIP MORRIS INCORPORATED shall furnish, at no cost to the INSTALLATION the following:**

**A. Venue Requirements:**

- All talent/performers
- Stage and Roof
- Sound and Lighting personnel
- All necessary musical instruments, sound, and lighting equipment

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- Transportation and accommodations
- Decorative scrim and bunting with MARLBORO TOUR logos for stage, sound wings, etc.
- VIP/Media Tent
- Catering for VIP/Media and all performers and technicians
- Music Licensing Fees
- Advertising materials, i.e. posters, flyers and large banners
- Two production offices (or one large trailer) equipped with telephones

**B. Insurance:** Five million dollar Public Liability Insurance Policy

**C. Talent:** The talent furnished by MARLBORO/PHILIP MORRIS reserves the right to substitute entertainers of equal quality and value should a cancellation become necessary by any scheduled performer due to reasons of health, accident, Acts of God, or any other unforeseen occurrences. Any and all talent chosen to perform will be subject to the rules and regulations governing good taste and morality as set forth by MARLBORO/PHILIP MORRIS with consideration of military standards.

**D. Advertising/Ticket Sales:** PHILIP MORRIS shall furnish pre-produced poster, flyers, banners and t-shirts for work crew, as well as place and spend appropriate dollars on print advertising. All other advertising, marketing, and tickets shall be at the sole expense of the INSTALLATION, and must be submitted to PHILIP MORRIS in advance for approval.

PHILIP MORRIS shall consult and oversee INSTALLATIONS'S efforts and INSTALLATION shall inform PHILIP MORRIS as often as necessary on the progress and developments of the planning, advertising, ticket sales, and overall operation of this concert. If tickets are sold for this show producer requires a daily ticket count at the end of each business day, once tickets go on sale.

**E. Staff and Entertainment Passes:** PHILIP MORRIS will furnish and distribute "official" Marlboro Music Tour laminated passes and INSTALLATION agrees to have their security honor these. Also INSTALLATION agrees to provide PHILIP MORRIS' with an allotment of complimentary concert and parking tickets for artist's guest, record companies, etc. upon PHILIP MORRIS' request. These will be placed in envelopes under individual names furnished by PHILIP MORRIS and let at "Will Call" or the main ticket sales booths on the day of show. In event of a free show INSTALLATION shall designate an area (an advise PHILIP MORRIS in advance FOR Artist guests to pickup backstage passes.

**F. Concert Attendance Figures:** PHILIP MORRIS requires from INSTALLATION a manifest of ticket sales (verification of number sold/amount of gross dollars), in writing no later than ten business days following concert date, for assessing payment of licensing/royalty fees and liability insurance (shows with no admittance charge can be designated by a base official).

**G. Notices:** Any notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed as follow: Ina Broeman, Director of Event Marketing, Philip Morris USA, 120 Park Avenue, New York, NY 10017.

Please be advised that Ms. Ina Broeman, Director, Event Marketing, will be the contract person of signature for Philip Morris.

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POC for any question or require additional information is Mr. Jose Fontanez, Manager of Marlboro Music at (212) 878-2361.

#### 4. Trademark License:

**A.** In return for your sponsorship you may display trademarks associated with your product. This will be limited solely to the sponsorship of this event and any advertising or any related promotional activities for this event. The use of your trademark will not give the impression that we are in any way affiliated with you or acting on your behalf. The standard disclaimer "The U.S. Army does not endorse these products and or services," will be on all print material. In addition, no cost incurred by Philip Morris U.S.A., in association with Ft. Bliss Summer Fest '95 shall be charged to any part of the federal government.

**B.** Unless we agree otherwise in writing, neither party will have the right to use your trademark or logo in any way not previously agreed to.

**5. Term and Termination.** This agreement is effective from date of signature and will continue through August 15, 1995. Either of us may end this agreement if the other one materially fails to meet previously agreed terms and conditions. We mutually agree to provide advance notices of breaches in writing to the party in breach. Either party may cancel this contract providing 30 days advance notice is provided to the other party.

**6. Right of First Refusal:** \_\_\_\_/\_\_\_\_ These blocks must be initialed if the sponsor is being given the right of first refusal. Upon termination of this agreement, Philip Morris U.S.A. shall have right of first refusal to renew this Sponsorship Agreement provided the Fund conducts this event during this time frame in 1996. The right of first refusal shall mean that if Fund receives a bona fide offer (as defined below) regarding sponsorship from a third party, the Fund shall be obligated to communicate such offer to Sponsor/Co-Sponsor(s). The Sponsor/Co-Sponsor(s) shall have priority over any other parties for a commercial sponsorship in 1996 provided the terms of that sponsorship are no less favorable to the Fund than those contained in the bona fide offer of the third party. In no event shall the Fund enter into a contract with a third party upon terms and conditions more favorable to such third party than those offered to sponsor/Co-Sponsor(s). "Bona fide offer" means a proposed agreement like this sponsorship agreement which, if executed by the Fund and the third party, would be legally binding.

**7. Competitive Advertising/Products/Services:** During the term of this agreement, the Fund reserves the right to enter into sponsorship agreements with other vendors offering dissimilar products or services at the event covered by this agreement not to conflict with Philip Morris, and participating subsidiaries Kraft General Foods, and Miller Beer.

**8. Force Majeur.** Neither/none of us will be held responsible for events that are unforeseeable and beyond our reasonable control, such as acts of God, weather delays, government restrictions, or unforeseen commercial delays.

Should INSTALLATION deem it necessary to cancel concert due to act of war or other government authority, MARLBORO/PHILIP MORRIS will reserve the right to re-schedule show, but is under no obligation to do so.

With the exception to the above clause, it is agreed that this concert is non-cancelable by

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INSTALLATION. In the event of rain or other adverse weather conditions, every effort will be made to complete the concert (including delaying show if necessary). However the safety of the patrons, entertainers and crew will not be compromised. PHILIP MORRIS reserves the sole right of decision to stop, delay or cancel engagement. Should PHILIP MORRIS deem commencement or continuation of the concert unsafe and concert is not able to be performed on date of show, there shall be no make up or rain date. In such a case, it will be the INSTALLATION'S responsibility to handle any necessary refunds, etc.

**9. Assignment:** This agreement may not be assigned in whole or in part without agreement of all parties.

**10. Entire Agreement:** This agreement contains the entire understanding between us concerning this event and supersedes any and all prior agreements, whether oral or written. This agreement may not be amended, altered, modified or changed except by an addendum signed by all parties to this agreement.

Sponsor      Date: \_\_\_\_\_

Fund

Date: 7/11/95

By: \_\_\_\_\_  
Mr. Jose Fontanez, Manager  
Marlboro Music *Onu*

By: *Albert A. Cole Jr.*  
Albert A. Cole Jr., DCA

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